

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

ERIKA WILLIAMS, JAMES TULLY,	:	
WALTER RICHARDSON, and MICHAEL	:	
FRANK, <i>et al.</i> , individually and on behalf	:	
of others similarly situated,	:	<b>No.: 14-cv-1981</b>
	:	
Plaintiffs,	:	<b>Honorable John J. Tharp, Jr.</b>
	:	
v.	:	<b>Jury Trial Requested</b>
	:	
WELLS FARGO ADVISORS,	:	
	:	
Defendant.	:	

**AGREED MOTION TO APPROVE AMENDED SETTLEMENT AGREEMENT**

The parties, by and through their undersigned counsel, hereby respectfully submit this Agreed Motion for approval of their Amended Settlement Agreement and state the following:

1. After the Court granted preliminary approval of the parties' Settlement Agreement, Defendant asked Class Counsel to agree to certain revisions to the Settlement Agreement. After conferring with Defendant, Class Counsel agreed to the revisions set forth in the Amended Settlement Agreement, which is submitted to the Court as Exhibit A to this motion.

2. On September 19, 2017, the Court held a telephonic hearing and discussed the proposed amendments to the settlement with counsel for the parties.

3. If approved by the Court, the second paragraph of Sections 3.8(A), (B), and (D) of the Settlement Agreement will be amended to read as follows (additions are underlined; deletions are ~~strike-through~~):

Except for the wage and hour claims described above, Nothing in this Settlement Agreement is intended to waive other claims that may not be waived without judicial approval under applicable law or any claims (class or individual) asserted on behalf of any Qualified State Law Class Member in *Slaughter, et al. v. Wells Fargo Advisors LLC*, Case No. 13-cv-06368 (N.D. Ill.).

The purpose of this amendment is to make abundantly clear that class members who do not opt out and collective members who negotiate their settlement checks will be releasing claims for unpaid wages and overtime relating to work as an hourly-paid Financial Advisor Trainee and claims relating to repayment of training costs as identified in those same paragraphs of the Settlement Agreement and described in the Notice approved by the Court.

4. The Amended Settlement Agreement also makes certain typographical and other non-substantive corrections.

5. The revisions to the Amended Settlement Agreement do not require changes to the language in the Notice approved by the Court.

**WHEREFORE**, the parties respectfully request that the Court approve the parties' Amended Settlement Agreement and that it replace the Settlement Agreement (Dkt. 67) approved by the Court in its Order Granting Preliminary Approval of Collective and Class Action Settlement (Dkt. 94).

Respectfully submitted on behalf of both parties by,

<b>CLASS COUNSEL:</b>  DATED: September 20, 2017	STOWELL & FRIEDMAN, LTD.  <u>s/Suzanne E. Bish</u> By: On behalf of Plaintiffs and the Class  Linda D. Friedman Suzanne E. Bish George S. Robot STOWELL & FRIEDMAN LTD 303 W. Madison Suite 2600 Chicago, IL 60606 (312) 431-0888 <a href="mailto:lfriedman@sfltd.com">lfriedman@sfltd.com</a> <a href="mailto:sbish@sfltd.com">sbish@sfltd.com</a>
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<b>DEFENDANT:</b>	
DATED: September 20, 2017	<p>MORGAN, LEWIS &amp; BOCKIUS LLP</p> <p><i>s/Kenneth J. Turnbull</i></p> <p>By: On behalf of Defendant Wells Fargo Advisors</p> <p>Kenneth J. Turnbull  MORGAN LEWIS &amp; BOCKIUS LLP  101 Park Avenue  New York, NY 10178  (212) 309-6000  <a href="mailto:Kenneth.turnbull@morganlewis.com">Kenneth.turnbull@morganlewis.com</a></p>

**CERTIFICATE OF SERVICE**

I hereby certify that on September 20, 2017, I electronically filed a copy of the foregoing Agreed Motion to Approve Amended Settlement Agreement through the Court's CM/ECF electronic filing system, which will send notification of such filing to all counsel of record.

/s/ Jasmine Chang

Jasmine Chang